on the part of the vendor that the article sold is sound and fit for the use for which it was purchased." This doctrine will not reconcile all the cases, though they all seem to follow the one rule or the other.

SALES—SALE FOR "CASH ON DELIVERY"—PASSING OF TITLE.—F. made a bid for cotton brought to market by H., and left instructions to have the cotton ginned at a certain gin, if his bid was accepted. H. accepted the bid and took the cotton to the gin. About this time, exactly when does not appear, the plaintiff, a judgment creditor of H., garnished F. as having in his hands money due to H. F. returned the cotton, and justifies his act on two grounds, one being that the sale to him was for cash on delivery, and since he had not yet paid for the cotton, the title to it remained in H. *Held,* defense good, that where a sale is for cash on delivery no title passes to vendee until payment of the purchase price. *Hamra Bros.* v. *Herrell,* (Mo., 1918), 200 S. W. 776.

It is a presumption of the law of sales, that in contracts for the sale of specific goods in which nothing remains to be done but the making of delivery or paying of the purchase price, or both, title passes immediately to the vendee. *Tarling* v. *Baxter,* 6 Barn. & Cress. 360; *Clark* v. *Greeley,* 62 N. H. 394. This presumption may, of course, be overcome by showing the intent of the parties that title shall remain in the vendor until such time as they desire. The court in the principal case holds, that as a matter of law, the making of the terms of the sale "cash on delivery" rebuts the presumption of immediate passage of title, and makes the payment of the purchase price a condition precedent to such passage. The use of the term "cash on delivery" here is rather unfortunate. The great majority of cases where goods are sent "C. O. D." by common carrier hold that title passes on delivery to the carrier, and the payment of the price is merely a condition precedent to the delivery of possession. *Commonwealth* v. *Fleming,* 130 Pa. 138; *Pilgreen* v. *State,* 71 Ala. 368. But see *Lane* v. *Chadwick,* 146 Man. 68. Missouri also has taken this view, *State* v. *Rosenberger,* 212 Mo. 648, cited with approval in *State ex rel. Weatherby* v. *Brewing Co.,* 270 Mo. 100; *State* v. *Palmer,* 170 Mo. App. 90. In these cases the meaning of "C. O. D." is, apparently, primarily "collect on delivery". But it also has the connotation "cash on delivery". *Newhook* v. *Ryan,* 9 Newf. 220. Yet the courts, when using the full term "cash on delivery", rather than the abbreviation "C. O. D.", tend to apply it to cases where the shipment is not by carrier, and to use it as synonymous with "cash sale". See *Paul* v. *Reed,* 52 N. H. 136, where the payment was to be made in person to the vendor, and *Boyd* v. *Bank of Mercer County,* 174 Mo. App. 431, where a check was to be mailed to the seller. The tendency in these cases is to consider the payment of the purchase price a condition precedent to the passage of title, not merely of possession. *Leven* v. *Smith,* 1 Denio (N. Y.) 571; *Pinkham* v. *Appleton,* 82 Me. 574. The distinction is clearly marked as running throughout the Missouri cases, *State* v. *Rosenberger, supra,* being cited as the law in C. O. D. by carrier cases, and holding that title passes and possession merely is held up; and *Johnson-Brinkman Co.* v. *Central Bank,* 116 Mo. 558, in the others, of "cash on deliv-

ery" without the intervention of the common carrier as an agent of collection. See *Skinner and Kennedy Stationery Co.* v. *Lammert Furniture Co.*, 182 Mo. App. 549; *Boyd* v. *Bank of Mercer County, supra.* Commercial usage and the courts seem to have well established this line of cleavage in apparently analogous cases. The matter is discussed by Henderson, J., in *Keller* v. *State* (Tex.) 87 S. W. 669, who comments on the restriction of the meaning of "C. O. D." to small packages sent by common carrier, and says that the doctrines of the two types of cases are too well established to change either to conform to the other. The use of the term "cash sale" instead of "cash on delivery" where the transaction is between the parties themselves, would remove much of the mist in which the subject is enveloped.

SCHOOLS AND SCHOOL DISTRICTS—FORBIDDING PUPIL'S ATTENDANCE AT MOVING PICTURES.—The governing authorities of a public school established a rule prohibiting the attendance by pupils at any show, moving picture show or social function on any school night, excepting Friday night. Certain pupils, with the consent of their parents, violated the rule by attending a moving picture show on one of the forbidden nights, and were threatened with expulsion unless they and their parents should agree to observe the regulation in the future. The parents filed a petition for an injunction against the proposed enforcement of the rule. *Held,* the injunction should be denied, the rule relating to attendance at moving picture shows being a reasonable exercise of the school board's discretionary power of discipline. *Mangum et al.* v. *Keith,* (Ga., 1918), 95 S. E. 1.

The power of school authorities over pupils is not confined to the school room or school grounds, but may affect their conduct after they have reached home. MECHEM, PUBLIC OFFICERS, § 730. The extent to which their regulations may go is subject to some conflict. Thus, it has been held that a school board has power to exclude a child of immoral and licentious character, although such character is not manifested by any acts within the school, *Sherman* v. *Inhabitants of Charlestown,* 8 Cush. 160; and that a pupil may be expelled for drunkenness, though not guilty of any misconduct on the school grounds. *Douglass* v. *Campbell,* 89 Ark. 254. Rules forbidding membership in secret societies have been upheld. *Wayland* v. *Hughes, et al,* 43 Wash. 441; *Wilson* v. *Board of Education of Chicago,* 233 Ill. 464. See note, 5 MICH. L. REV. 69. On the other hand, a rule that no pupil should attend a social function during the school term was held to be beyond the school board's power, *Dritt* v. *Snodgrass,* 66 Mo. 286; and a rule requiring all pupils to remain at home and study from seven to nine o'clock on school nights was held to be an unwarranted invasion of parental rights to the control of children. *Hobbs* v. *Germany,* 94 Miss. 469. These cases limit the power of school authorities in making regulations to control the child after it has reached home to matters which would *per se* have a direct and pernicious effect on the moral tone of the school, or have a tendency to subvert the proper administration of school affairs. This limitation seems to be well supported by authority, but the court in the instant case has evidently not seen fit to adhere to it.